

## **REMARKS**

Claims 1-8, 11-27, and 29, as amended, and new claim 30 are pending in this application. In this Response, Applicants have amended claim 1 to clarify that one embodiment of the present invention includes providing a link that is accessible via a website to allow viewing of the results of the authentication. In addition, new claim 30 has been added to recite additional novel features of the present invention.

In light of the Office Action, Applicants believe these amendments serve a useful clarification purpose, and are desirable for clarification purposes, independent of patentability. Accordingly, Applicants respectfully submit that the claim amendments do not limit the range of any permissible equivalents. As no new matter has been added by the amendments herein, Applicants respectfully request entry of these amendments at this time.

## **THE REJECTIONS UNDER 35 U.S.C. § 112**

At page 2 of the Office Action, the Examiner rejected claims 1-8 and 11-29 under 35 U.S.C. § 112, second paragraph, as being indefinite. Specifically, the Examiner maintained the previously rejection of the recitation of the word “substantially” in claim 1 because it purportedly is not defined by the claim, and the specification does not provide a standard for ascertaining the requisite degree. In response, Applicants have amended claim 1 to remove the term “substantially.”

However, Applicants submit that the term “conform” is described in the Written Description in the context of describing the golf club that is being authenticated conforming to manufacturing standards, *i.e.*, “determining whether said features substantially conform to said manufacturing specifications.” Nevertheless, Applicants have amended claim 1 to remove the term “substantially” in order to facilitate allowance. In light of this amendment, Applicants submit that the Examiner’s § 112(2) rejection has been overcome. As such, reconsideration and withdrawal of the rejection is respectfully requested.

## **THE REJECTIONS UNDER 35 U.S.C. § 103**

At pages 3-5 of the Office Action, the Examiner rejected claims 1-10, 13, 15-16, 18-19, and 23-27 under 35 U.S.C. § 103(a) as being obvious over a webpage by Callaway that has a URL of <http://web.archive.org/web/20011020005809/www.callawaygolfpreowned.com/trade-rules.html> (“Callaway”). Claims 11-12, 14, and 17 were also rejected under § 103(a) as being obvious over

Callaway in view of U.S. Publication No. 2003/0050891 to Cohen (“Cohen”), and further in view of U.S. Publication No. 2004/0054888 to Chester (“Chester”). Additionally, claims 20-21 were rejected under § 103(a) as being obvious over Callaway in view of Cohen, and further in view of a webpage by Greenwichgolf.com (“Greenwichgolf.com”) that has a URL of [http://web.archive.org/web/20020605164840/greenwich\\_golf.com/ser02.htm](http://web.archive.org/web/20020605164840/greenwich_golf.com/ser02.htm).

Further, claim 22 was rejected under § 103(a) as being obvious over Callaway in view of Cohen, and further in view of an article by Harreld entitled “Scrutinizing the numbers” InfoWorld, San Mateo: Aug. 19, 2002, Vol. 24, Iss. 33, pg. 35 (“Harreld”). Finally, claims 28 and 29 were also rejected under § 103(a) as being obvious over Callaway in view of Cohen, and further in view of U.S. Publication No. 2002/0077956 to Solheim (“Solheim”). Applicants submit that the Examiner’s rejections have been overcome for at least the reasons that follow.

Callaway discloses a way to trade used golf clubs using a website. Callaway describes a “Certified Preowned” title that is given to golf clubs that pass meticulous inspection. According to Callaway, a person who wishes to sell their golf club sends the golf club to Callaway. Callaway then inspects the club, and if it passes their inspection, will purchase the club from the seller. The Callaway method, therefore, receives a golf club and keeps it after authenticating it. Callaway then sells the golf club through their website. Callaway does not return a golf club to the seller after it has been authenticated. Accordingly, Callaway does not disclose a method that provides a link accessible via a website to access the results of the authentication, as recited by amended claim 1 and new claim 30. *See, e.g.*, Written Description at Page 11, line 9 – Page 12, line 11.

In an attempt to cure the deficiencies of Callaway, the Examiner cited Cohen, which generally relates to a method for registration and tracking of items through a database. In particular, Cohen uses a tracking check that corresponds to an item. Para. 0062. As a threshold matter, the tracking check disclosed by Cohen is unique to each item, and does not change. Thus, when an item changes possession, the tracking number remains the same. Indeed, Cohen specifically states that “[a] tracking check 136 corresponds to an item.” *Id.*

In the Office Action, the Examiner suggests that it would have been obvious, in view of Cohen, that a service center would assign a unique number each time service is performed. This argument, however, is unsupported. Claim 1 of the present invention recites that a unique registration number is assigned each time golf equipment is provided for authentication. Moreover, Cohen states that each item has a single tracking check, as opposed to multiple tracking checks.

Even if, *arguendo*, Cohen does disclose multiple tracking checks, it does not teach or suggest linking the tracking checks in the manner recited by claim 1 of the present invention.

To facilitate allowance, Applicants have also amended claim 1 to recite that one aspect of the present invention provides a link that is accessible via a webpage to access the results of the authentication. This feature is not taught or suggested by Callaway or Cohen. In fact, Callaway does not return authorized clubs to a seller, and thus there would be no reason for it to provide a link to the authentication results. Instead, only Callaway would be concerned with the authentication results. Because Cohen is completely unrelated to authentication, it also does not provide a link to authentication results.

Finally, Applicants submit that Callaway and Cohen teach away from one another. Callaway, as discussed above, relates to receiving a golf club, authenticating it, and then selling it via a website. Cohen, on the other hand, relates to tracking a particular piece of equipment as it changes possession. Because Callaway is wholly unconcerned with tracking the chain of possession of a piece of equipment and Cohen is unrelated to authenticating equipment, Applicants submit that a skilled artisan would not have looked to Cohen to modify Callaway absent the disclosure of the present invention, which, of course, is a classic case of impermissible hindsight.

In sum, Callaway and Cohen fail to suggest, either alone or in combination, the features of the present invention recited by claims 1 and 30. Specifically, Callaway and Cohen are deficient at least with respect to: (i) unique registration numbers for each authentication; (ii) linking two or more unique registration numbers; and (iii) providing a link to a webpage that allows access to the results of the authentication. Chester, Solheim, Harrel, and Greenwichgolf.com also fail to teach or suggest at least these features of the present invention. Accordingly, Applicants submit that the Examiner's § 103 rejections have been overcome. Reconsideration and allowance of the pending claims is respectfully requested.

## **CONCLUSION**

All claims are believed to be in condition for allowance. If the Examiner believes that the present amendments and remarks still do not resolve all of the issues regarding patentability of the pending claims, Applicants invite the Examiner to contact the undersigned attorneys to discuss any remaining issues. No fees are believed to be due at this time. Should any fee be

required, however, please charge such fees to Deposit Account No. 50-4545, Order No. 5221-043-US01.

Respectfully submitted,  
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